

Town Council Meeting: 10 January 2011



Town of Garrett Park
PO Box 84
4600 Waverly Avenue
Garrett Park, MD 20896

Regular Meeting of Town Council
Garrett Park Town Hall
10814 Kenilworth Avenue
Garrett Park, MD 20896

MINUTES

Call to Order: Mayor Keller called the meeting to order at 8:05 PM. Present were Councilmembers Irons, Mandel, Petito, Schulp, and Wegner. Also present was Administrator Pratt and a number of Town residents. The Mayor asked for a moment of reflection on the events on Saturday in Tucson, Arizona

Approval of Agenda: Mayor Keller asked that the agenda order be changed, moving Archive Committee appointments to the 1st item under Action/Discussion, to be followed by the PIA Regulations, the Nursery School lease, and the ING Bank savings account. The revised agenda was approved without objection.

Presentations by Residents:

- Resident Liz King raised a number of questions with the Council regarding Council activity and the status of several recommendations concerning zoning made in the Land Use Task Force Report.
- Resident Henri Keller reminded the Council that the Film Society would be screening the film "Great Expectations" on Friday night, and that the dinner started at 7:15 PM.

Mayor's Report:

- Mayor Keller reminded the Council that he planned a reversion to a 7:30 PM start for Council meetings, starting with the February meeting. He thanked the Council for their willingness to try the changed start time.
- Mayor Keller also reminded the Council that there would be a work session on Monday, January 24th at 7:30 in the Town Office to review the status of the various storm water drainage projects and to review the FY 2011 budget to see what, if any, changes were required. The February workshop has not been scheduled yet, but will look at the FY 2012 budget, possibly on a Saturday morning in the Town Office.
- The Mayor noted that there would be an MLK Day observance at Strathmore Hall at 4:30 PM, and that the Town was a sponsor.

- The Mayor noted that Lunch Bunch tomorrow, Tuesday, 01/11, would include a briefing from County police. Mayor Keller informed the Council that he had been in touch with County Police regarding the recent break-ins in Town, and that police had instituted heightened patrols.
- Mayor Keller reported that the Town is now owner of record of the Community Center as the deed from the Parks Department has been recorded; that the shared utility agreement with Montgomery County Public Schools (MCPS) is in place; that the various easements over Town property will be finalized this week; and that the Town will seek reimbursement from MCPS for legal costs related to these easements.
- Councilmember Wegner asked for an update on the Oxford trees that are threatened by the recent WSSC excavation. Mayor Keller stated that there was no new information at this time, but the MCPS contractor had agreed that the Town will be notified when the steel plates are removed at the southwestern corner of Kenilworth and Oxford so that the Town's arborist, Phil Normandy, can inspect the exposed roots of the nearby Pin Oak. The Mayor noted that the other Oaks along Oxford Street were most likely unharmed by the excavation, but that the Town would be seeking guarantees from MCPS as to the health and stability of all the trees.

Approval of Minutes:

- Councilmember Wegner **MOVED**
That the minutes of the 12/13/2010 Regular Council Meeting be approved as corrected and distributed. Councilmember Petito seconded the motion, which **PASSED** unanimously.

Action/Discussion:

- Archives Committee Appointments - Mayor Keller nominated seven individuals for appointment to the newly-established Archives Committee: Marion Green, Nancy Schwartz, Nancy Walz, Charlie Snyder, Jim Agenbroad, Glenda Ingham, and Kay Hager. The Mayor asked the Council to ratify his appointments. Councilmember Schulp **MOVED**
That the Council ratify the Mayor's appointments to the Archives Committee. Councilmember Irons seconded the motion, which **PASSED** unanimously. Councilmember Mandel volunteered to serve as Council liaison to the Committee.
- Public Information Act (PIA) Regulation - Mayor Keller asked that the Council adopt the draft Public Information Act regulations that had been circulated and reviewed by email. The Mayor noted that the adoption of these regulations opened a 30-day period for public comment that would be considered by the Council at its regular February meeting. The Mayor also noted that the draft before the Council closely followed the model

regulations laid out in the state's handbook on the Public Information Act.

Councilmember Wegner **MOVED**

That the draft PIA regulations be adopted, published for public comment, and placed on the agenda for the Council's February meeting for final consideration and implementation, and that they be considered to be in force on an interim basis until then. The motion was seconded by Councilmember Mandel. There was brief discussion by the Council. Resident Charles Berry asked for clarification regarding fees and Mayor Keller noted that state law allowed the Town to charge "reasonable" fees. After further discussion the motion was **PASSED** unanimously.

- Nursery School Community Center Lease - Mayor Keller thanked Council members Petito & Schulp for their work in negotiating the lease of the Community Center with the Nursery School, the draft of which has been reviewed by Town Attorney David Podolsky. The Mayor asked for a motion to authorize him to sign the lease on behalf of the Town with the following additions to the text of the draft before the Council: 1) the addition of the list of documents in the Town's possession as specified in section II, F, 2; and 2) the addition of the words "of a minimum amount of one-million dollars (\$1,000,000)" in Sec II, 1, 2. Mayor Keller noted that it is his belief that best interests of the Town are realized in this lease, which helps preserve this historic structure which has a long history of Town involvement, and produces long-term benefits for the Town as a result of the investment of well over one-quarter of a million dollars in the Community Center's rehabilitation by the Nursery School.

Councilmember Petito **MOVED**

That the Mayor be authorized to sign the Community Center lease to the Nursery School, as amended. Councilmember Wegner seconded the motion. Councilmember Mandel thanked Council members Schulp & Petito for their work in negotiating the lease on behalf of the Council, as well as Mayor Keller and Nursery School for their efforts made in producing such a good result. Councilmember Schulp read a statement, which is appended to these minutes, explaining his opposition to the lease as currently drafted. Nursery School President Gerilee Bennett spoke the unique relationship the Nursery School has with the Town, noting the significant investment to be made by the Nursery School to improve its home for the past 57 years, which is now a Town property. Nursery School Board Member Tara Flynn noted the three years of hard work by many individuals and thanked the Council and Mayor for their work. Chuck Berry queried expenses incurred and was told by Administrator Pratt that approximately \$13,500 had been spent in FY 2011 on legal expenses for work on Garrett Park Elementary School reconstruction issues, the acquisition of the Community Center from the Parks Department, and the lease of the Community Center to the Nursery School by the Town. Administrator Pratt noted that there were similar combined legal fees in FY 2010, and that he would analyze the expenses over the past two years

and provide a breakdown to the Council and Mr. Berry. Mr. Berry stated acquiring the Community Center and having it renovated by the Nursery School seemed a good investment. Resident Steff Hooten urged the Council to approve the lease. Resident Peter Kratz asked about the out-years rent after the 15 years of rent-free occupancy had lapsed. Mayor Keller stated that the lease called for a rental of \$1,500 per annum in year 16, which would be adjusted according to the Consumer Price Index in subsequent years. He noted that, under the terms of the lease, either party (the Town or the Nursery School) could seek renegotiation of the lease at each of the five years extensions. After further discussion, Mayor Keller asked administrator Pratt to call the roll. The motion was **PASSED**, with Councilmembers Irons, Mandel, Petito, and Wegner in favor and Councilmember Schulp opposed.

- ING Bank Savings Account - Administrator Pratt reported that the Town's investments in the Montgomery County Pooled Investment Fund (MCIT) returned only .16% (annualized) in the final quarter of 2010, and that he would like authorization to open a business savings account with ING Bank, which currently offered a return of .96%. The ING account is FDIC insured up to \$250,000, and Administrator Pratt proposed moving that portion of the Town's funds held in the MCIT that were restricted, including \$175,000 for the Operating Reserve, \$25,000 for the Yeandle Park Fund, and \$5,000 for the Penn Place Security Deposits, and to further transfer \$10,000 from the First Dollar Reserve Escrow Account, which earned no interest, into the new ING account. The ING account would be linked to the Town's checking account in the same manner that the MCIT was, and the same bookkeeping and audit controls would be in place.

Councilmember Petito **MOVED**

That Administrator Pratt be authorized to open a business savings account at ING Bank, provided that the amount on deposit in any one account did not exceed the FDIC insurance on that account. Councilmember Mandel seconded the motion, which **PASSED** unanimously.

Town Administrator Report:

- Monthly Financial Report - Administrator Pratt reviewed the monthly financial report with the Council.

Adjournment: The meeting adjourned at 9:30 PM.

Respectfully submitted,

[TOWN SEAL]

Edwin Pratt, Jr.

Edwin Pratt, Jr., Clerk-Treasurer

Rules on Public Information Act
(MD Title 10, Subtitle 6, Part III of the State Government Article)

Town of Garrett Park General Regulations

Chapter 01: Public Information Act Requests

Authority: State Government Article, §§ 10-611 through 10-628.
Annotated Code of Maryland

.01 Scope.

This chapter sets out procedures under the Public Information Act for filing and processing requests to the Town for the inspection and copying of public records of the Town.

.02 Policy.

It is the policy of the Town of Garrett Park to facilitate access to public records of the Town, when access is allowed by law, without undue cost or delay.

.03 Definitions.

A. In this chapter, the following terms have the meanings indicated.

B. Terms Defined:

1. "Act" means the Public Information Act, State Government Article, §§ 10-611 through 10-628, Annotated Code of Maryland.
2. "Applicant" has the meaning stated in §10-611(b) of the Act.
3. "Custodian" has the meaning stated in §10-611(c) of the Act.
4. "Town" means the Town of Garrett Park.
5. "Official custodian" has the meaning stated in §10-611(d) of the Act.
6. "Public record" has the meaning stated in §10-611(g) of the Act.
7. "Clerk" means the Clerk-Treasurer of the Town of Garrett Park.
8. "Working day" means a day other than Saturday, Sunday, or a State holiday.

.04 Clerk as Official Custodian.

Unless otherwise provided by law, the Clerk is the official custodian of the public records of the Town.

.05 Who May Request Public Records.

Any person may request to inspect or copy public records of the Town.

.06 Necessity for Written Request.

A. Inspection.

1. Except as otherwise provided in this chapter, the Clerk shall make public records of the Town available for inspection by an applicant without demanding a written request.
2. The Clerk shall require a written request if the Clerk reasonably believes that:
 - a. The Act or any other law may prevent the disclosure of some or all of the requested public records to the applicant; or
 - b. A written request will materially assist the Town in responding.

B. Copies

1. If the applicant requires one or more copies of any public record of the Town, the custodian may require a written request.

.07 Content of Written Request.

A written request shall:

- A. Contain the applicant's name and address;
- B. Be signed by the applicant; and
- C. Reasonably identify, by brief description, the public record sought.

.08 Addressee.

A request to inspect or copy a public record of the Town shall be addressed to the Clerk. If the Clerk is not the custodian of the requested records, the Clerk shall forward the request to the custodian; provided that the Clerk is not obligated to forward requests that seek public records of other jurisdictions.

.09 Response to Request.

- A. If the Clerk decides to grant the request for inspection, the custodian shall produce the public record for inspection:
 1. Immediately; or
 2. Within a reasonable time period, not to exceed 30 days after the date of the request, if that period is needed to retrieve the public record and conduct any necessary review.
- B.
 1. If the Clerk decides to deny the request for inspection:
 - a. The Clerk shall do so within 30 days after the request; and
 - b. Immediately notify the applicant of the denial.
 2. If the request is denied, the Clerk shall provide the applicant, at the time of the denial or within 10 working days, a written statement that gives:
 - a. The reasons for the denial;
 - b. The legal authority for the denial; and
 - c. Notice of the remedies available for review of the denial.

- C. If a requested public record is not in the custody or control of the Town, the Clerk shall, within 10 working days after the receipt of the request, notify the applicant;
 - 1. That the Town does not have custody or control of the requested public record; and
 - 2. If the Clerk knows:
 - a. The name of the custodian or possible custodian of the public record; and
 - b. The location or possible location of the public record.
- D. With the consent of the applicant, any time limit imposed by §§A through C of this regulation may be extended for an additional period of up to 30 days.

.10 Notice to and Consideration of Views of Person Potentially Affected by Disclosure.

- A. Unless prohibited by law, the Clerk may provide notice of a request for inspection or copying of any public record of the Town to any person who, in the judgment of the Clerk, could be adversely affected by disclosure of that public record.
- B. The Clerk may consider the views of a potentially affected person before deciding whether to disclose the public record to an applicant.

.11 Public Record Temporarily Unavailable.

If a requested public record of the Town is not immediately available for inspection or copying, the Clerk shall promptly:

- A. Notify the applicant that the public record is not immediately available; and
- B. Schedule a date within a reasonable time for inspection or copying.

.12 Public Record Destroyed or Lost.

If a requested public record of the Town has been destroyed or lost, the Clerk shall promptly:

- A. Notify the applicant that the public record is not available; and
- B. Explain the reason why the public record cannot be produced.

.13 Review of Denial.

- A. If the Clerk denies a request to inspect or copy a public record of the Town, the applicant may, within 30 days after receipt of denial, request an administrative hearing before the Town Council.
- B. If the hearing results in a total or partial denial of the request, the applicant may file an appropriate action in the circuit court under §10-623 of the Act.
- C. If the applicant does not request a hearing, the applicant may file an action for judicial enforcement under §10-623 of the Act without exhausting that administrative remedy.

.14 Disclosure Against Public Interest.

A. Denial Pending Court Order.

1. If, in the opinion of the Clerk, disclosure of a public record of the Town otherwise subject to disclosure under the Act would do substantial injury to the public interest, the Clerk may temporarily deny the request while seeking to obtain a court order allowing nondisclosure.
2. The temporary denial shall be in writing.

B. Circuit Court Review.

1. Within 10 working days after the denial, the Clerk shall apply to the appropriate circuit court for an order permitting continued denial or restriction of access.
2. Notice of the Clerk's complaint shall be served on the applicant in the manner provided for service of process by the Maryland Rules of Procedure.

.15 Fees

A. The fee schedule for copying and certifying copies of public records of the Town is as follows:

1. Copies of paper documents.
 - a. Letter size: 20 cents per single-sided black & white copy.
 - b. Legal size: 30 cents per single-sided black & white copy.
 - c. Tabloid size: 50 cents per single-sided black & white copy.
 - d. Large Plan: \$2.50 per copy.
 - e. Double-sided copy fee is twice the single-sided copy fee.
 - f. Color copy fee is twice the black & white copy fee.
 - g. The fee for each copy made otherwise shall be based on the actual cost of the copy.
2. Copies of tape cassettes and disks.
 - a. There will be a charge of \$2.50 per tape cassette or disk.
 - b. The person requesting copies of tape cassette must contact the Clerk to ascertain the number of tape cassettes required to fulfill the request.
 - c. Fees for tape cassette recordings must be paid in advance.
3. Certification of Copies. If an applicant requests that a copy of a public record be certified as a true copy, an additional fee of \$1 per page (or if appropriate, per item) shall be charged.
4. Minimum Fee. No charge will be made if the total charge is \$1.00 or less.

B. Notwithstanding §A of this regulation, if the fee for copies or certified pages of any public record of the Town is specifically set by law other than the Act or this regulation, the Clerk shall charge the prescribed fee.

C. If the Clerk cannot copy a public record within the Town Office, the Clerk shall make arrangements for the prompt reproduction of the record at public or private facilities outside the Town Office. The Clerk shall:

1. Collect from the applicant a fee to cover the cost of reproduction; or

2. Direct the applicant to pay the cost of reproduction directly to the facility making the copy.
- D. Before copying a public record of the Town, the Clerk shall estimate the cost of reproduction and either:
 1. Obtain the agreement of the applicant to pay the cost; or
 2. Require prepayment of the cost.
- E. Except as provided in §F of this regulation, the Clerk may charge a reasonable fee for the time that an official or employee of the Town spends:
 1. To search for requested records; or
 2. To prepare public records for inspection and copying.
 3. The fee charged by the Town for the time that an official or employee of the Town spends to search for requested records and/or to prepare public records for inspection and copying are as follows:
 - a. The hourly charge for the Clerk is \$30 per hour.
 - b. The hourly charge for the Assistant to the Clerk is \$20 per hour.
- F. The Clerk may not charge a search or preparation fee for the first 2 hours that an official or employee of the Town spends to respond to a request for public records. If the Clerk believes that search and preparation activities to respond to a request shall exceed 2 hours, the Clerk shall promptly provide the applicant with a written estimate of the amount of time needed to respond and the cost of such activities.
- G. Waiver or Reduction of Fee.
 1. The Clerk may waive or reduce any fee set under this regulation if:
 - a. The applicant requests, in writing, a waiver or reduction; and
 - b. The Clerk determines that the waiver or reduction is in the public interest.
 2. The Clerk shall consider, among other relevant factors, the ability of the applicant to pay the fee.
- H. If the applicant requests that copies of a public record of the Town be mailed or delivered to the applicant or to a third party, the Clerk may charge the applicant for the cost of postage or delivery.
- I. The Town shall not be obligated to conduct search or preparation activities or provide copies if the applicant declines to pay the costs or fees as specified in this section .15.

.16 Time and Place of Inspection.

- A. An applicant may inspect any public record of the Town that the applicant is entitled to inspect during normal working hours of the Town Office.
- B. The inspection shall occur where the public record is located, unless the Clerk, after taking into account the applicant's expressed wish, determines that another place is more suitable and convenient.

Chapter 02: Correction or Amendment of Public Records

Authority: Town's authority to adopt regulations.

State Government Article, §§ 10-611 through 10-628. Annotated Code of Maryland.

.01 Scope.

This chapter sets out procedures under which a person in interest may request the correction or amendment of public records of the Town.

.02 Definitions.

A. In this chapter, the following terms have the meanings indicated.

B. Terms Defined.

1. "Act" means the Public Information Act, State Government Article, §§ 10-611 through 10-628, Annotated Code of Maryland.
2. "Applicant" has the meaning stated in §10-611(b) of the Act.
3. "Custodian" has the meaning stated in §10-611(c) of the Act.
4. "Town" means the Town of Garrett Park.
5. "Person in interest" has the meaning stated in §10-611(e) of the Act.
6. "Official custodian" has the meaning stated in §10-611(d) of the Act.
7. "Public record" has the meaning stated in §10-611(d) of the Act.
8. "Clerk" means the Clerk-Treasurer of the Town of Garrett Park.
9. "Working day" means a day other than Saturday, Sunday, or a State holiday.

.03 Who May Request.

A person in interest may request that the Town correct or amend any public record that:

- A. The Town keeps; and
- B. The person in interest is authorized to inspect.

.04 Contents of Request.

A. A person in interest shall make a request to correct or amend a public record in writing.

B. The request shall:

1. Identify the public record to be corrected or amended;
2. State the precise correction or amendment requested;
3. State the reason for the correction or amendment; and
4. Include a statement that, to the best of the requester's belief, the public record is inaccurate or incomplete.

.05 Addressee.

A request to correct or amend a public record of the Town shall be addressed to the Clerk, Town of Garrett Park, PO Box 84, Garrett Park, MD 20896.

.06 Return of Nonconforming Request.

A. The Town shall accept a request to correct or amend a public record when it is received if it reasonably complies with Regulations .04 and .05 of this

chapter.

- B. If the request does not reasonably comply with Regulations .04 and .05 of this chapter, the Town shall return the request to the requester with:
 - 1. An explanation of the reason for the return; and
 - 2. A statement that, on receipt of a request that reasonably complies with Regulations .04 and .05 of this chapter, the request will be accepted.

.07 Response to Request.

Within 30 days after the Town receives a request for correction or amendment that reasonably complies with Regulations .04 and .05 of this chapter, the Clerk shall:

- A. Make the requested correction or amendment, and inform the requester in writing of the action; or
- B. Inform the requester in writing that the Town will not:
 - 1. Make the requested correction or amendment and the reason for the refusal; or
 - 2. Act on the request because
 - a. The requester is not a “person in interest”;
 - b. The requestor is not authorized to inspect the record; or
 - c. Of any other reason authorized by law.

.08 Refusal of Request

If the Town refuses to make a requested correction or amendment, a person in interest may file with the Town a concise statement of the reasons for:

- A. The requested correction or amendment; and
- B. The person’s disagreement with the refusal of the Town to make the correction or amendment.

.09 Requirements for Statement of Disagreement.

The statement submitted under Regulation .08 of this chapter shall:

- A. Be on pages no larger than 8½ x 11 inches in size;
- B. Use only one side of each page; and
- C. Consist of no more than 5 pages.
- D. Be signed by the person in interest.

.10 Providing Statement of Disagreement.

If a person in interest files a statement of disagreement concerning a public record under Regulations .08 and .09 of this chapter, the Town shall provide a copy of the statement when the Town discloses the public record to a third party.

.11 Administrative Review.

- A. A person may request administrative review by the Town Council under this regulation if the Town:

1. Has refused the person's request to correct or amend a public record under Regulation .07 of this chapter;
 2. Has rejected the person's statement of disagreement under regulation .08 of this chapter; or
 3. Has not provided a statement of disagreement to a third party under regulation .10 of this chapter.
- B. A request for review shall be filed with the Clerk within 30 days after the requester is advised of the Town's action.

Mayor Keller, fellow members of the council and Garrett Park Citizens -

The proposed lease that the Council votes on tonight will bind the Town of Garrett Park for the **next quarter century**.

Two years ago, when I ran for office, I was asked and stated, that I supported the nursery school. After working with the Council and the Nursery School families, I still support the Nursery School. As a matter of fact, I was a key member of the Council's negotiation team with the School.

However, I cannot vote for the **lease presented tonight**. Here's why:

1. The proposed lease contains typographical errors and omits key words that make the document unclear and could change the intended meaning of the lease. This situation could negatively impact the Town. In fact, Mayor Keller notified the Council this evening of two errors that he found requiring correction. There are certainly more errors to in the document.
2. Critical issues have not been resolved. For example, the School has primary use of the Building **for 15 years rent-free**.

The School's negotiating team shrewdly demanded that the Town agree to a \$1,500 annual rental fee (\$125 per month) for year 16. In light of the uncertain economic future, signals from world financial experts and even President Obama, **I do not support a fixed rental figure being determined and included in this lease**.

3. Sections of the lease were negotiated outside of the agreed upon framework. The Mayor conducted at least two private meetings with the GPNS lease negotiator, without allowing me to be present. The Mayor was not a member of the Council's negotiation committee.
4. This proposed lease arrived in the Council's email inbox 36 hours prior to this meeting. There is no reason to force a vote this evening at the expense of a thorough review.

I have always supported the Nursery School. As a matter of fact, my wife Jean and I spearheaded the first official coffee and donuts fund raiser during the 2007 Attic in the Street to "Save Our School". However, it is my responsibility as your Councilmember to make fiscally responsible decisions that support the entire Town - today and for the future.

Pushing the lease to a vote now is wrong, fear-based, and not in the Towns best interest. My vote this evening **ON THIS LEASE** must be no.

Councilmember Phil Schulp

The Town of Garrett Park (“Landlord”) and the Garrett Park Nursery School, Inc. (“Tenant”) hereby agree to the following Lease Agreement and the terms contained herein.

I. Definitions

A. ADA: As used herein, “**ADA**” shall mean the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq. and its implementing regulations.

B. Available: As used herein in connection with the terms **Premises, Building, Grounds, Parking Lot, and Parking Spaces** such items will only be considered “Available” during times outside the Tenant’s hours of operation and at times the Premises are not reserved by permitted users.

C. Building: As used herein, “**Building**” shall mean the building, owned by Landlord and located at 4812 Oxford Street, Kensington, MD 20895 currently known as the Garrett Park Community Center and previously known as the Garrett Park Estates Activity Building.

D. Grounds: As used herein, “**Grounds**” shall mean the land owned by Landlord located adjacent to the Building, including the two playgrounds located on the north and south sides of the Building and any other improvements.

E. Landlord: “**Landlord**” or “**Town**” as used herein shall mean the Government of the Town of Garrett Park and/or its Authorized representatives, and elected officials.

F. Landlord Expenses: As used herein, “**Landlord Expenses**” shall include the reasonable costs incurred by Landlord in connection with this Lease Agreement, limited to labor costs and materials associated with grounds maintenance and trash removal.

G. Official Town Groups: As used herein, “**Official Town Groups**” includes the Town Council, the administrators who work for the Town of Garrett Park, the Arboretum Committee, Historic Preservation Committee, Setback Advisory Committee, Penn Place Committee, Parks and Open Space Committee, Archives Committee, the Citizens Association of Garrett Park, and the Garrett Park Women’s Club. It shall also reflect any official groups or committees designated or removed from this list by notification in writing from the Town Council during the Lease term.

H. Parking Lot: As used herein, “**Parking Lot**” shall mean the paved area, including the traffic circle, associated with the Building.

I. Parking Spaces: As used herein, “**Parking Spaces**” shall mean the parking lot spaces associated with the Building on the **Parking Lot**.

J. Permits: As used herein, “**Permits**” shall mean one-time or periodic authorizations granted by Tenant to the permitted user to use the Premises for an educational, recreational, or community-related purpose.

K. Premises: As used herein, the term “**Premises**” is inclusive of the defined terms **Building, Grounds, Parking Spaces, and Parking Lot**, and consists of “Part of that piece or parcel of land conveyed by the Board of Education of Montgomery County, a body corporate, to The Maryland-National Capital Park and Planning Commission, a body politic, by deed dated August 16, 1948 and recorded on September 2, 1948 at Liber 1182 at Folio 244 among the Land records of Montgomery County, consisting of 32,670 square feet (0.75 acres), more or less, improved, being that land described as Tax I.D. #04-1-51874 by the Maryland Department of Assessments and Taxation.”

L. Taking: As used herein, “**Taking**” shall mean any governmental act, condemnation proceeding, moratorium, initiative or referendum whereby Landlord is divested of ownership of Premises.

M. Tenant: As used herein, “**Tenant**” shall mean the Garrett Park Nursery School, Inc. (also known as the Garrett Park Cooperative Nursery School, Garrett Park Nursery School or GPNS) a non-profit corporation incorporated under the laws of the State of Maryland.

N. Town’s Representative: As used herein, “**Town’s Representative**” shall mean the individual or individuals designated in writing by the Mayor of the Town of Garrett Park to administer this Lease on behalf of Landlord.

O. Time of Completion: **August 31, 2012** or prior to the restart of operations at Premises whichever occurs first.

II. Lease Provisions

A. Consideration: In consideration for this Lease and the mutual obligations outlined herein, Landlord grants Tenant exclusive right to occupy and use the Premises, subject to the limitations noted in Paragraph II.E.3 below. Tenant will pay no rent during the initial Lease Term. In lieu of rent, Tenant will repair, renovate, and maintain the Premises as provided in Paragraphs II.F.1 and II.F.6.

B. Term: The initial Lease term shall be 15 years. In addition, the Tenant shall have the right to extend the Lease for two (2) consecutive five (5) year extensions. For each such extension, the Lease will automatically renew at the terms outlined below unless either party, 90 days prior to termination of the Lease term, gives notice to the other party of its desire for renegotiation. In the event the parties enter into renegotiations, Tenant’s performance under this Lease Agreement and the amount of its expenditures, particularly under Paragraphs II.F.1. and II.F.6., shall be taken into account in determining whether to alter the rent terms specified in Paragraph II.A. The annual rent for the first year of the first extension, if any, shall not exceed one thousand five hundred dollars (\$1,500); the annual rent for each subsequent year of a renewal term shall be adjusted to reflect the annual percentage change in the Consumer Price Index as published by the U.S. Department of Labor (the “CPI”).

C. Commencement Date: The Lease shall commence upon the execution of the Lease Agreement by the parties.

D. Sale of Premises: In the event that Landlord seeks to sell the Premises, Tenant shall have a right of first refusal to purchase the Premises; provided however, Landlord must first satisfy the requirements of the Deed regarding the Premises concerning the interests of the Maryland-National Capital Park and Planning Commission and the Montgomery County Board of Education. Tenant's right of first refusal must be exercised within ninety (90) days of the expiration or declination, whichever occurs first, of both of the above-cited senior rights of refusal.

E. Use of the Premises:

1. Use of Premises by Tenant:

- a) Tenant shall have exclusive use of the Premises, except as delineated in Paragraph II.E.3.
- b) Tenant currently intends to operate a nursery school for children ages 2-5 and may at its discretion operate additional educational, community, or recreational programs. Tenant's core nursery school operations and any additional educational, community, or recreational programs shall be subject to the following three conditions:
 - (i) Tenant shall not use the premises for any unlawful purpose and shall comply with all applicable laws.
 - (ii) Tenant shall be responsible for obtaining appropriate licensing related to its use of the Building, including but not limited to, the certificate of occupancy for the building. Landlord shall provide reasonable assistance to Tenant regarding licensing efforts.
 - (iii) In the event that Tenant seeks to engage in new activities in the building, Tenant shall so notify Landlord and seek Landlord's consent which shall not be unreasonably withheld.

2. Permits and Use by Permitted Users of Premises:

- a) Tenant may issue Permits for the use of the Premises to other groups or entities that provide educational, recreational or community programs. Tenant shall use commercially reasonable efforts, consistent with the use requirements of Tenant, to issue Permits to such groups.
- b) Tenant may charge permitted users a reasonable fee. Moreover, Tenant may collect a reasonable security deposit and require permitted users to provide proof of appropriate insurance.
- c) Tenant shall consult with Landlord in developing its fee structure. Tenant shall report: (i) quarterly to the Town's Representative regarding applications for permits; and (ii) a yearly accounting of amounts collected as permit fees.

- d) Landlord shall provide Tenant with an accounting of its Landlord Expenses, as defined in I.F. Tenant shall have the right to verify the accounting. Each year, after receipt of an accounting by Landlord of its Landlord Expenses and acceptance of those amounts by Tenant, Tenant shall pay Landlord the lesser of (i) one-third (1/3) of the amount it has collected as permit fees or (ii) the amount of Landlord Expenses accrued during such year.

3. Use of Premises by Others

- a) Under the conditions outlined below, Tenant will allow others to use the Premises.
 - (i) **Official Town Groups:** Provided Premises are Available, Tenant will allow Official Town Groups to use the Premises at no cost to such groups; provided, however, Tenant may require such users to clean the Premises after their use. Landlord assumes the responsibility for any damage or injury caused by such groups.
 - (ii) **Public Use of Grounds and Parking Lot Spaces:** During the times that the Grounds and Parking Spaces are Available, the Grounds will operate as a Town park and as such Town residents and others may use the Grounds and park in the Parking Spaces. Tenant will post a schedule of when the Grounds and Parking Spaces are Available.

4. **Sublet:** Tenant may not sublet the Premises or any portion of the Premises without Landlord's prior written consent.

5. **Assignment:** Except as otherwise provided in the Lease, Tenant shall not assign any of its rights and obligations of this Lease to third parties without the prior written consent of Landlord.

6. **Covenant of Quiet Enjoyment:** Subject to the provisions of the Lease, Landlord covenants that Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises for the Term of the Lease.

F. Tenant's Obligations Regarding the Premises

1. **Tenant agrees to complete and be financially responsible for the completion of the following repairs and renovations to the Premises:**

- a) Engineering and design work, including research of code requirements;
- b) Site grading and improvements to address water infiltration and site drainage issues;
- c) Provision of on site handicapped parking and signage;
- d) Reconfigurations necessary for ADA compliant access;

- e) Renovation of roof structure to comply with Maryland State building roofing policy;
- f) Reconfiguration and renovation of bathrooms to meet ADA and state licensure requirements;
- g) Replacement of all windows;
- h) Renovation of basement and crawlspace to extent necessary to meet minimum code requirements which may include renovation of outside stairwell and doorway, remediation of environmental issues, sprinkler(s), and vinyl floor tile replacement. Renovation of the finished basement area will not require improvements that would make the space appropriate for public use; and
- i) All needed repairs discovered in the course of performing the renovations and repairs delineated in items II.F.1.a through II.F.1.h and determined to be necessary to ensure basic structural soundness, safety, or code compliance of the Premises.

2. Due Diligence Regarding Conditions Affecting Renovation Work and Ongoing Building Maintenance:

- a) Tenant shall be responsible for having taken steps reasonably necessary to ascertain the nature and extent of the renovation work and ongoing building maintenance, and the general and local conditions, which can affect the work or the cost thereof. Any failure by Tenant to have done so will not relieve Tenant from responsibility for successfully performing the renovation work and ongoing building maintenance without any expense to the Landlord, except as delineated in this Lease Agreement.
- b) Landlord assumes no responsibility for any understanding or representations concerning conditions made by any of its officials or agents prior to the execution of this Lease; provided, however, Landlord attests that it has provided Tenant with all written reports and representations in its possession, custody, or control relating to the condition of the premises (whether created at its direction or at the direction of any other entity or person) prior to the execution of this Lease Agreement. These reports are listed below. **[Town to insert list of documents]** By signing this Lease Tenant acknowledges receipt of same.

3. Renovation Work and Ongoing Building Maintenance Safety:

- a) Tenant shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Lease.
- b) Tenant shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - (i) All visitors, volunteers and/or employees involved in the repairs, maintenance, renovations and all other persons who may be affected

thereby;

- (ii) The building/grounds and all materials and equipment to be incorporated therein, whether in storage on or off the site or under the care or custody of Subcontractors; and
 - (iii) Other property at the work site(s) or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and items not designated for removal, relocation or replacement in the course of the repairs, maintenance and renovations.
- c) Use or storage of explosive materials (e.g., gasoline) or other hazardous material shall not be permitted without the written approval of the Town's Representative. Such approval shall not be unreasonably withheld. If use or storage of such materials is approved, Tenant shall exercise the utmost care in such use or storage and shall carry on such activities under the supervision of properly qualified personnel. Nothing contained in this clause shall relieve Tenant from complying with applicable Federal, state, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

4. Consent to Repairs:

- a) Landlord hereby consents to Tenant completing items identified in Paragraphs II.F.1.a. through II.F.1.h, subject to its review of Tenant's architectural and engineering plans.
- b) Tenant shall promptly notify Landlord of any repairs that fall within Paragraph II.F.1.i. Tenant may not complete such repairs absent Landlord consent. Such consent shall not be unreasonably withheld.
- c) Landlord hereby consents to Tenant's placement of plaques or bricks honoring construction fund donors on the Premises. Placement of all other items shall require Landlord's consent, which shall not be unreasonably withheld.

5. Requirements for Renovation and Repairs

- a) **Timing for Completion of Repairs and Renovations listed in Paragraph II.F:** Tenant shall use commercially reasonable best efforts to complete the repairs and renovations delineated in Paragraph II.F.1 by Time of Completion.
- b) **Permits:** Tenant shall obtain and shall be responsible for obtaining, at Tenant's expense, all necessary governmental permits to perform the repairs and renovations listed in Paragraph II.F.1. Landlord shall reasonably cooperate in the permitting process.

- c) **Manner to be Completed:** Tenant shall supervise and direct all repairs and renovations identified in Paragraph II.F.; such repairs and renovations shall be performed in a workman-like manner and comply with Montgomery County Building Code and other applicable legal requirements.
- d) **Materials:** Tenant represents that the materials, supplies, and components to be provided under this Lease Agreement and/or renovation are not of such an age or so deteriorated to impair their usefulness or safety.
- e) **Progress Meetings:** Tenant and the Town's Representative shall establish a schedule for regular meetings to review and evaluate the progress of Tenant's efforts to complete the repairs and renovations listed in Paragraph II.F. The first such meeting shall take place no later than 30 days after the execution of this Lease Agreement.
- f) **Access to Records:** Tenant agrees to provide Landlord and its designated employees access to the books, documents, papers and records of Tenant which are directly related to the renovation (outlined in Paragraph II.F.1) and maintenance (outlined in Paragraph II.F.6) of the Premises for the purposes of making audits, examinations, excerpts and transcriptions. Landlord and its employees shall not have access to confidential student or parent information.

6. **Maintenance:** At Tenant's expense, Tenant will be responsible for maintaining the Building in a clean, safe, and sanitary condition. In connection with the Building, Tenant will be responsible for conducting routine maintenance and capital repairs.

- a) In the event that Tenant fails to perform routine maintenance and repairs after receipt of Landlord's written notice and an opportunity cure (absent emergency circumstances), Landlord shall have right to enter Premises, perform the identified maintenance or repair, and bill Tenant for Landlord's related costs.
- b) Tenant shall notify Landlord when it identifies a capital repair not delineated in this Lease Agreement. Tenant shall complete such capital repairs, subject to Landlord consent.
- c) Landlord shall have right to inspect Premises at reasonable times and with reasonable notice. Tenant shall permit Landlord to inspect Premises at least twice a year.

7. **Utilities:** Tenant will be responsible for the payment of all the utilities for the Premises, including, Internet access (installation of which is solely at the discretion of Tenant), electricity, gas, telephone, and water/sewer fees.

8. **Playground Equipment Maintenance:** Tenant will be responsible for routine maintenance of Playground equipment. Repair and replacement shall be governed by Paragraph II.H.1.

9. Title; Risk of Loss

- a) Tenant represents and warrants that title to all renovations and repair to the building and premises made by Tenant pursuant to the Lease shall pass to the Landlord free and clear of any liens or encumbrances, security interests, or other rights of third parties (except Tenant's right to use such items pursuant to this Lease).
- b) Title passes to the Landlord upon acceptance by Landlord of the Renovation Work and any ongoing building maintenance. Passage of title shall not in any way relieve Tenant of any obligations under the Lease, including its maintenance obligations, and shall not be construed as a waiver by Landlord of the right later to reject such repairs and renovations that do not conform to the terms and conditions of this Lease Agreement.
- c) Risk of loss or damage to the materials and supplies while in transit, storage or application shall be the responsibility of Tenant.

Provided, however, nothing contained in Paragraph II.F.9 creates an ownership interest of Landlord in Tenant's furnishings, furniture, or equipment.

G. Landlord Responsibilities Regarding the Premises

1. **Maintenance of Grounds:** Landlord shall be responsible for the maintenance of the Grounds, limited to the following: replacing mulch and sand, mowing lawns, tree maintenance and removal, and removal of snow and ice on walkways and Parking Lot.

2. **Trash Removal and Recycling:** Landlord shall be responsible for removal from the Premises of garbage and items to be recycled, except hazardous or dangerous waste as defined by the Government of Montgomery County, Maryland. Tenant shall place garbage and items to be recycled in mutually agreed upon containers in an exterior location to be designated by the Landlord.

H. Shared Responsibilities regarding Premises

1. **Playground Equipment:** At the point the Playground equipment requires repairs (beyond routine repairs) or replacement, Landlord and Tenant shall split the cost of repair or replacement of Playground equipment. The parties shall negotiate the split of the costs in good faith.

2. **Parking Lot:** Landlord (or its third party designee) is responsible for repaving the Parking Lot, Parking Spaces, and walkways once during the Lease term. Landlord shall use reasonable efforts to accomplish such repaving within the first two (2) years of the Lease Term. If, subsequent to the above repaving, the Parking Lot, Parking Spaces or walkways, require repairs, maintenance or repaving during subsequent years of the Lease Term, Tenant

shall be responsible for conducting the repairs or contracting for the repaving of the Parking Lot, Parking Spaces, or walkways at Tenant expense.

I. Insurance Concerning Premises and Operations

1. Casualty and Fire Insurance for Premises:

- a) Landlord will add Premises to Landlord's blanket casualty and fire insurance policy. Such insurance shall be an "all risk" policy or "special form" policy and shall be sufficient to cover the full replacement cost of the Premises.
- b) Tenant shall pay Landlord a pro rata share of its Landlord's fire and casualty insurance premium representing the portion attributable to the Building.
- c) Grounds:
 - (i) Landlord will maintain casualty insurance concerning the Grounds to cover damage to the Premises caused by Town residents and/or the public.
 - (ii) Tenant shall maintain casualty insurance coverage of the Grounds to cover damage to the Premises caused by Tenant or its permit holders.
- d) In the event Premises are substantially destroyed and an insurance claim is successful, Tenant shall be entitled to receive the total amount of any insurance proceeds from such claim; provided, however, Tenant must place such proceeds in a segregated interest-bearing trust account.
 - (i) After such an event, Tenant shall have discretion in determining whether to rebuild the Premises, including the Building.
 - (ii) If Tenant chooses to rebuild the Premises, Tenant shall be fully financially responsible for the rebuilding. Tenant shall be entitled to use the entire amount of the insurance claim proceeds toward the cost of rebuilding the Premises.
 - (iii) If Tenant decides not to rebuild the Premises, Tenant shall use a portion of the insurance proceeds for site clearance and stabilization of the Premises. Tenant may apply the remainder of the funds toward continuing its operations at another location.
 - (iv) In the event that Tenant discontinues its operations, Tenant shall deliver to Landlord any proceeds remaining after site clearance and stabilization and winding up of business operations.

2. Liability Insurance

- a) **Tenant's Liability Insurance:** Tenant shall maintain a liability insurance policy for its operations, its use of the Premises, and use of the Premises by permitted users, as delineated in Paragraphs II.E.1. and E.2. Such policy shall name Landlord as an additional insured party.
- b) **Landlord's Liability Insurance:** Landlord shall maintain a liability insurance policy which will cover use of the Premises by others, as outlined in Paragraph II.E.3. Such policy shall name Tenant as an additional insured party.
- c) **Construction Insurance:** Tenant shall maintain construction liability insurance coverage or ensure that its contractors under Paragraph II.F maintain such coverage. Tenant shall indemnify and hold Landlord harmless against any claims arising from work performed to accomplish the repairs and construction specified in Paragraph II.F, or any subsequent repairs or construction.

3. Proof of Insurance:

- a) Within 30 days of the execution of this Lease, the parties shall deliver to each other certificates evidencing the insurance coverages outlined in Paragraphs II.I.1 and II.I.2 (a) and (b) above.
- b) Prior to commencing the repairs and renovations as outlined in paragraph F, Tenant shall deliver to Landlord certificate(s) evidencing the insurance coverage specified in Paragraph II.I.2 (c).

4. Failure to Pay Insurance Premiums

- a) If Tenant fails to obtain or pay for any insurance coverage required under Paragraph I of this Lease Agreement, Landlord, after providing Tenant an opportunity to cure, may obtain appropriate coverage and charge Tenant for the cost of such coverage.
- b) If Landlord fails to obtain or pay for any insurance coverage required under Paragraph I of this Lease Agreement, Tenant, after providing Landlord an opportunity to cure, may obtain appropriate coverage and charge Landlord for any difference between the cost of the previous coverage and the cost of the separate coverage. Tenant must obtain as a result of Landlord's failure to obtain or pay for coverage.

5. Mutual Indemnification: Landlord and Tenant hereby indemnify and hold the other harmless from any loss, liability, or damage arising out of or resulting from the breach (beyond the expiration of any applicable cure periods provided for in this Lease) of any of the material provisions of this Lease, which indemnity shall include all direct damages and shall also include any reasonable attorneys' fees incurred by the indemnified party in connection with the claim for which such indemnification is sought. However, the Landlord and Tenant shall not be liable for consequential or punitive damages in claims brought

against each other. As a condition to such indemnification the indemnified party shall give the indemnifying party prompt notice of the existence of any claim for which such indemnification is sought and the indemnifying party may defend against such claim with counsel of its reasonable choice.

6. No personal liability shall flow to the officers, directors, employees, or elected officials of the Landlord or Tenant concerning any breach of this Lease Agreement.

J. Condemnation or Taking

1. In the event the Premises are subject to a Taking action, Landlord and Tenant shall share the proceeds from any resulting award.

- a) Landlord shall receive the proceeds of the award attributable to the Grounds, Parking Lot, and Parking Spaces, minus the value of any Tenant improvements to such areas.
- b) Tenant shall receive the proceeds for the award attributable to the Building and any of its improvements to the Grounds, Parking Lot, and Parking Spaces.
- c) Nothing herein shall prevent Landlord and Tenant from prosecuting claims in any Taking or condemnation proceedings or otherwise for the value of their respective interests.

K. Termination of Lease Agreement by Parties

1. Termination of Lease Agreement by Landlord.

Subject to subparagraph 3, the occurrence of the following shall constitute default by the Tenant and cause for Landlord to terminate the Lease Agreement and retake possession of the Premises:

- a) Tenant fails, without consent of Landlord, to complete within the Time of Completion the repairs delineated in Paragraph II.F.1, subject to Paragraph L.
- b) After completion of repairs, under Paragraph II.F.1, Tenant fails to maintain Building in:
 - (i) a wind and water tight manner;
 - (ii) a safe condition; or,
 - (iii) material compliance with applicable government standards.
- c) Tenant fails to pay insurance premiums as per Paragraph II.I.
- d) Tenant discontinues to its operations as described in Paragraph II.E.1.b, other than usual and customary closings;

- e) Tenant insolvency as demonstrated by the filing of bankruptcy or notice by Tenant;

2. Termination of Lease Agreement by Tenant.

Subject to subparagraph 3, the occurrence of the following shall constitute default of the Lease Agreement by Landlord and cause for Tenant to terminate the Lease Agreement:

- a) Landlord fails to pay casualty insurance premiums per Paragraph II.I.
- b) Landlord fails to maintain Grounds per Paragraph II.G. or Parking Lot and Parking Spaces per Paragraph II.H.
- c) Tenant insolvency or inability to continue operations.

3. Notice of Intent to Terminate

- a) Each Party to this Lease Agreement must notify the other Party of any item within the other Party's control that, pursuant to Paragraphs II.K.1 or II.K.2, could result in termination of the Lease Agreement.
- b) Each Party to this Lease Agreement seeking to terminate this Lease Agreement must provide the other party to the Agreement with at least 90 days notice of its intent to terminate the Lease and afford such party a reasonable opportunity to cure any of the circumstances outlined above in Paragraphs II.K.1 and II.K.2.

L. Force Majeure and Delay: Subject to the additional requirements below, Tenant may be granted or entitled to an adjustment in Time of Completion.

1. Due to unforeseen causes beyond the control and without the fault or negligence of Tenant (force majeure) such as those caused by act of God or of a public enemy, acts of terrorism, fire, floods, unusually severe weather, epidemics, quarantine restrictions, strikes and other work stoppage caused by a labor dispute, shortage of materials and freight embargoes, provided that Tenant has taken reasonable precautions to prevent delays due to such causes. (Unusually severe weather is defined as adverse occurrences beyond the weather norms substantiated by the U.S. Department of Commerce in their Local Climate Data as published by the National Oceanic and Atmospheric Administration—Environmental Data Service, in its periodic reports and annual summary. Occurrence of unusually severe weather shall be allowed only after a finding of merit by Landlord).

2. Tenant shall not be entitled, nor shall an adjustment in Time of Completion be granted, for a delay caused by a shortage of materials, except Landlord—furnished materials, unless Tenant furnishes to Landlord documentary proof that Tenant has diligently made every effort to obtain such materials from all known and reasonable sources. Tenant shall also submit proof, in the form of schedule data, showing that the inability to obtain such materials when originally planned did in fact cause a delay in the Time of Completion which delay could not be eliminated or reduced by revising the sequence of Tenant operations. Only the physical shortage of material shall be considered under this provision as a cause for an adjustment in

Time of Completion. No consideration shall be given to any claim that material could not be obtained at a reasonable, practical or economic cost.

3. Due to delays caused by other contractors not under contract with Tenant for the renovation work.
4. As an express condition precedent for Tenant to seek to receive a change in Time of Completion, Tenant shall notify Landlord in writing of the alleged causes for delay within fifteen (15) calendar days from the beginning of any such delay. Failure by Tenant to provide such notice may be sufficient and valid cause for Landlord to deny Tenant's request for an adjustment in Time of Completion.
5. Within thirty(30) calendar days after the end of a delay described in above, Tenant shall furnish Landlord with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate references and the measures taken to prevent or minimize the delay. Failure by Tenant to submit such information may be sufficient and valid cause for the Landlord to deny Tenant's request for an adjustment in the Time of Completion. After receipt of such information from Tenant, Landlord will decide the length of the adjustment in Time of Completion, if any, to be granted to Tenant, which decision shall be final and binding upon Tenant.
6. If the prosecution of a portion of the renovation work is delayed, other portions of the renovation work unaffected by the delay shall be diligently prosecuted either to completion or until the prosecution of the delayed portion of the Work can be resumed.
7. Time is of the essence as to the Parties' obligations under this Lease.

M. Severability

If any term or provision hereof is or becomes invalid or unenforceable, the remaining valid portion of the Lease shall remain binding upon the parties. Tenant and Landlord shall in good faith negotiate to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable, and comes as close as possible to expressing the intention of the invalid or unenforceable term or provision.

N. Notices under Lease Agreement

1. **Contact information:** Contemporaneous with the signing of this document, the parties shall exchange contact information for the individuals designated by the parties to receive notices, requests, or other communications pursuant to this Lease. The parties shall provide the address, telephone number, and email address for the designated individuals. Each party shall notify the other in writing of any subsequent changes in the designation of such within fourteen (14) days of the change. Such written notice shall include the contact information for the new contact person.
2. **Contents of Notice:** Any notice, request or other communication to either Party by the

other as provided for in this Lease shall be given in writing, and sent by: (a) hand-delivery, or (b) first class United States mail, return receipt requested, and shall be deemed given upon actual receipt by the addressee. Notice may also be given by facsimile or e-mail, provided the original is sent by any manner above described. All notices shall include "Community Center Lease" on the front.

3. Official Addresses:

Landlord: The Town of Garrett Park
Post Office Box 84
4600 Waverly Avenue
Garrett Park Maryland 20896
Attention: Town Administrator

Tenant: Garrett Park Nursery School, Inc.
Post Office Box 314
4812 Oxford Street
Garrett Park, Maryland 20896
Attention: Community Liaison Chair

Signatories: Each person executing this Lease Agreement represents that the Party on whose behalf they sign is in good standing and that the person executing this Lease Agreement has been duly authorized to represent that Party.

Agreed to on this ____ Day of January, 2011 by:

For Landlord:

Christopher W. Keller, Mayor, Town of Garrett Park

For Tenant:

Alison Jovanovic, President, Executive Board, Garrett Park Nursery School, Inc.